

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W911RX-05-B-0003	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	21-Jan-2005	1 OF 43
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
	DDFAES-4356-N001		F1-00001-4J	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If Other Than Item 7) CODE	
ACA FORT RILEY DIRECTORATE OF CONTRACTING 802 MARSHALL LOOP FORT RILEY KS 66442 TEL: 785-239-6441 FAX: 785-239-8978		W911RX	See Item 7 TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	
	LANA M. PENDER		785-239-0460	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): Lighting Retrofit Building 7920 a. Retrofit Lighting in Building 7920, Ft. Riley, KS. Project number F1-00001-4J. b. Statement of Work: Pages 4 thru 10 . c. Reference Section K, FAR Clause 52.204-8 if subparagraph (a) applies, then it is not necessary to complete FAR 52.219-1, if subparagraph (b) applies then complete FAR 52.219-1. d. When submitting Bid, submit the Bid Schedule to include Bid Schedule Notes and submit a completed Section K. Failure to complete Section K shall render the Bid nonresponsive.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____ .)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> (hour) local time <u>24 Feb 2005</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
---------	------------------------

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL: EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		
	Electrical Retrofit Bldg 7920 The project consists of providing all plant, labor, materials, equipment, supplies, and transportation necessary to retrofit fluorescent lighting with electronic ballasts and T8 bulbs, and retrofit exit signs with LED exit signs in Building 7920. To view the entire solicitation go to http://www.riley.army.mil/Services/Fort/Contracting.asp PURCHASE REQUEST NUMBER: DDFAES-4356-N001				

Contract Type: FFP

FOB: Destination

BID NOTES**Notes to Bid Schedule****This section must be filled out and returned with offer.**Preferred method of payment is by Government Commercial Purchase Card although **not mandatory** to bid.**Selection of Payment**

The offeror agrees to accept the Government Commercial Purchase Card.

_____Yes _____No

If the offeror accepts the Government Commercial Purchase Card as the method of payment:

(1) The use of the Government Commercial Purchase Card will result in no additional charges above the pricing indicated on the bid schedule.

(2) If paid by Government Commercial Purchase Card, submit all invoices electronically to docinvoices@riley.army.mil or faxed to appropriate contract administrator if offeror does not have e-mail capability. The fax number is 785-239-8978. The contractor will be notified telephonically by the Government within 5 working days from receipt of receiving report (proof of delivery or service completed) from the activity with respect to payment.

If the offeror does not elect to receive payment by Government Commercial Purchase Card:

(1) Payment will be made by Defense Finance and Accounting Service (DFAS), via Electronic Funds Transfer (see Clause 52.212-5(b)(23)).

- (2) Payment will be made by the DFAS listed in the "Payment Will Be Made By" block on front of the contract.
- (3) All invoices must be submitted to the DFAS address listed in the "Payment Will Be Made By" block on front of the contract.

Payment Discounts

The contractor may agree to a discount offered to the Government for prompt payment. See 52.212-4 (i) Payment, for discount payment information. Make a selection below if you agree or do not agree.

_____ Yes, contractor agrees to offer the Government a prompt payment discount of _____% for _____ days, Net 30. This discount will be deducted from total invoice price if payment is made within discount period.

_____ No, contractor does not agree to offer the Government any discounts for prompt payment.

Signature: _____ Date: _____

Section C - Descriptions and Specifications

STATEMENT OF WORK**Scope of Work for****Lighting Retrofit
Bldg 7920****Ft. Riley, KS****PART 1 GENERAL**

1.1 SCOPE: The project consists of providing all plant, labor, materials, equipment, supplies, and transportation necessary to retrofit fluorescent lighting with electronic ballasts and T8 bulbs, and retrofit exit signs with LED exit signs in building 7920.

All existing two-tube eight foot T-12 fluorescent fixtures shall be retrofitted to eight foot two-tube T8 lamps and electronic ballasts. The existing two, three and four-tube four foot T12 fixtures shall be replaced with two-tube electronic T8 ballasts and T8 lamps. Existing one-tube fluorescent fixtures shall be retrofitted with single-tube T8 electronic ballasts and lamps. All existing exits signs which are not LED type shall be replaced with LED type exit signs. The fixtures to be retrofitted in this building are as follows: 694 eight foot two-tube T12 fixtures, 306 four foot two-tube T12 fixtures, 73 four foot four-tube T12 fixtures and 16 exit signs.

1.2 ADDITIONAL RETROFIT INFORMATION: Unless otherwise specified, fluorescent fixtures in mechanical rooms shall not be retrofitted, and existing HPS fixtures shall not be retrofitted. All other fluorescent lights shall be retrofitted. If the fixtures to be retrofitted are specified to change the number of lamps in the fixture, excess lamp holders and all non-essential wiring inside the fixture shall be removed and the ballast shall be retrofitted with one matching the new number of lamps. The center lamp holder(s) shall be removed leaving the two outer lamp holders only for these fixtures. Unless otherwise specified, the lamps and ballasts shall be retrofitted on a one-for-one basis, keeping the same number of lamps and ballasts as the fixture contained prior to retrofit.

1.2.1 INSTALL BALLASTS AND LAMPS: Provide and install T8 electronic ballasts and T8 lamps in all four foot and eight foot fluorescent fixtures found in the building except those in the mechanical rooms. Ballasts shall be installed in accordance with manufacturer's recommendations, and include no less than a five year warranty. All fixtures shall be cleaned.

1.2.2 INSTALL LED EXIT SIGNS: Provide and install replacement LED exit signs as a retrofit for all incandescent exit signs as specified.

1.2.3 CLEAN ALL FIXTURES AND REPLACE ALL BROKEN LENSES: All fixtures, lenses, and covers shall be cleaned. All damaged or cracked lenses shall be replaced.

1.2.4 Not Used.

1.2.5 NEC STANDARDS: All electrical work shall conform to the most current National Electric Code (NEC) requirements.

1.2.6 Not used.

1.2.7 CLEAN UP: Maintain work area(s) in neat, orderly and safe condition during the course of the work, and clean up work area(s) at the end of each workday and upon completion of the work. The Contractor shall collect

T12 ballasts and lamps and shall deliver them to either DRMO or another designated location on Ft Riley. The Contractor shall clean all fixtures, cover, lenses, and lamps.

1.3 GENERAL REQUIREMENTS:

1.3.1 VERIFICATION OF CONDITIONS AND DIMENSIONS: The Contractor shall review plans and specifications and visit the work site(s) to become thoroughly familiar with details of the required work and site conditions, verify all dimensions prior to ordering materials and fabricating components, and notify the Contracting Officer of any discrepancies between the plans and specifications and actual conditions. All discrepancies shall be resolved before the Contractor begins work. It is strongly suggested the Contractor verify conditions and dimensions prior to preparing and submitting his bid.

1.3.2 DELIVERY AND STORAGE: The Contractor or his suppliers shall deliver materials to the work site in undamaged, unopened manufacturer's standard packaging or containers. The Contractor shall store materials to protect them from physical damage, theft, vandalism, and weather.

1.3.3 MARKING AND LABELING: Manufacturer's standard packaging and containers, or when appropriate, individual pieces of material shall be marked or labeled showing the name of the manufacturer; brand name; model number, stock number, or other designations; item description; and when applicable, the stamp of a nationally recognized, independent testing laboratory or agency, certifying materials conform to the requirements specified.

1.3.4 PROPRIETARY PRODUCTS: Unless otherwise specified, proprietary products indicated in the specifications or noted on the plans are intended to establish capacities, color, design, features, pattern, quality, and style of materials desired, and are not intended to limit trade. Materials proposed for use which can be determined by the Contracting Officer to conform to the requirements specified, may be substituted and installed after his approval.

1.3.5 IDENTIFICATION CARDS: All Contractor and Subcontractor personnel shall wear identification cards while working at Fort Riley or Army Reserve Centers. Identification cards shall show a photograph of the employee; name of employee; and name, address, and phone number of the Contractor or Subcontractor.

1.4 PROTECTION:

1.4.1 SAFETY REQUIREMENTS: The Contractor shall take safety precautions to protect workmen, building occupants, and the public from construction equipment and materials being removed and installed at the work site. The Contractor shall maintain free and safe passage into and out of adjoining or adjacent building and areas not part of this project. The Contractor shall comply with EM 385-1-1 while performing the required work in this project.

1.4.2 PROTECTION OF PROPERTY: All property, including buildings, site improvements, building contents, utilities, and vegetation at or adjacent to the work site, and which might be damaged during the course of the required work, shall be adequately protected by the Contractor for the duration of the work. The Contractor shall not operate equipment on drives, sidewalks, or lawns without installing suitable protection on these surfaces.

1.4.3 BARRICADES, WARNING SIGNS, AND LIGHTS: The Contractor shall install all necessary barricades, warning signs, and lights to protect workmen, building occupants, the public, and adjacent property.

1.5 COORDINATION REQUIRED FOR OTHER THAN HOUSING PROJECT: The building(s) shall be occupied during the progress of the work, and the Contractor's operations shall be coordinated with the occupants for entry and exit from the area and building(s).

1.6 WORKING HOURS: Once begun, work shall continue uninterrupted during normal working hours until it is complete. The Contractor shall schedule his working hours to coincide with working hours of the military installation. Normal work hours are from 7:30 a.m. to 4:00 p.m., Monday thru Friday, Federal holidays excepted. The Contractor shall not perform work on the installation on other days or other hours without the written approval

of the Contracting Officer. The Federal holidays listed below are observed. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Contractors are also requested to not schedule work on Christmas Eve and New Year's Eve.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.7 QUALITY CONTROL: The Contractor shall develop, implement, and maintain a quality control system which meets or exceeds the requirements of Contract Clause FAR 52.246-0012 entitled: Inspection of Construction. The Contractor shall submit, within 10 days after receipt of Notice to Proceed, a Quality Control (QC) Plan. The plan shall identify personnel, lines of authority, procedures, instructions, records, and forms to be used. Construction shall not begin until the Quality Control Plan has been approved by the Government. The contractor shall e-mail the QC reports, in a format that is compatible with MS Word or Excel, to the Government Inspector, COR and Quality Assurance Specialist, no later than the next working day after the day of inspection.

1.8 WARRANTY OF CONSTRUCTION: The Contractor shall warrant his construction in accordance with Contract Clause FAR 52.246-0021 entitled: Warranty of Construction.

1.8.1 ELECTRONIC BALLAST WARRANTY: The Contractor shall furnish the electronic ballast manufacturer's warranty. The warranty period shall not be less than 5 years from the date of manufacture of the electronic ballast. Ballast assembly in the lighting fixture, transportation, and on-site storage shall not exceed 12 months, thereby permitting 4 years of the ballast 5 year warranty to be in service and energized. The warranty shall state that the malfunctioning ballast shall be exchanged by the manufacturer and promptly shipped to the using Government facility. The replacement ballast shall be identical to, or an improvement upon, the original design of the malfunctioning ballast.

1.9 INTERRUPTION OF SERVICES: If the project requires interruption of utility and fire protection services to buildings or facilities, the Contractor shall coordinate the interruption with building occupants and obtain written approval from the Contracting Officer.

1.10 APPLICABLE PUBLICATIONS: The US Army Corps of Engineers Manual (EM) listed below forms a part of this section to the extent referenced. The publication is referred to in the text by basic designation only. The publication shall be assumed to be the most current edition in effect at the time a contract is awarded.

EM 385-1-1	General Safety and Health Requirements.
UL 935	(2001; Bul. 2000 and 2001) Fluorescent-Lamp Ballasts
NFPA 70	(2002) National Electrical Code
NEMA C82.11	(1993; R 1998) High-Frequency Fluorescent Lamp Ballasts
NEMA LL 1	(1997) Procedures for Linear Fluorescent Lamp Sample Preparation and the TCLP

1.11 ADDITIONAL INFORMATION: Publications referenced in the specifications and as built drawings for most buildings are available for review at the Engineering Services Division, Public Works, Building 408, Fort Riley.

PART 2 PRODUCTS

2.1 FLUORESCENT LIGHTING COMPONENTS: Fixtures shall be retrofitted with four foot T-8 32 watt lamps or eight foot T-8 59 watt lamps. T8 bulbs shall be 3,500K type lamp(s). Fixtures shall be retrofitted with energy

conserving electronic T-8 type ballasts as specified. When replacing broken or damaged lenses, replacement lenses shall be crystal clear, 100 percent virgin acrylic and shall be .125 inch thick and shall have a conical prism pattern.

2.1.2 FLUORESCENT BALLASTS:

2.1.2.1 Ballast shall comply with UL 935, NEMA C82.11, and NFPA 70 unless specified otherwise. Ballast shall provide transient immunity as recommended by IEEE C62.41. Ballast shall be designed for the wattage of the lamps used in the indicated application. Ballasts shall be designed to operate on the voltage system to which they are connected.

2.1.2.2 Power factor shall be 0.95 (minimum).

2.1.2.3 Ballast shall operate at a frequency of 20,000 Hertz (minimum). Ballast shall be compatible with and not cause interference with the operation of occupancy sensors or other infrared control systems as applicable.

2.1.2.4 Ballast shall have light regulation of plus or minus 10 percent lumen output with a plus or minus 10 percent input voltage regulation. Ballast shall have 10 percent flicker (maximum) using any compatible lamp.

2.1.2.5 Ballast shall be UL listed Class P with a sound rating of "A."

2.1.2.6 Ballast shall have circuit diagrams and lamp connections displayed on the ballast.

2.1.2.7 Ballasts shall be instant start unless otherwise indicated. Ballasts shall be programmed start where indicated. Instant start ballasts shall operate lamps in a parallel circuit configuration that permits the operation of remaining lamps if one or more lamps fail or are removed. Programmed start ballasts may operate lamps in a series circuit configuration. Provide series/parallel wiring for programmed start ballasts where available. Ballast enclosure size shall conform to standards of electromagnetic ballasts.

2.1.2.8 Ballasts for T5 and smaller lamps shall have end-of-life protection circuits as required by NEMA C78.81 and NEMA 78.901 as applicable.

2.1.2.9 Regular fluorescent ballast shall operate in an instant start mode. Compact fluorescent fixture ballasts shall be programmed start.

2.1.2.10 Electronic ballast shall have a full replacement warranty of 5 years from date of manufacture as specified in paragraph 1.8.1.

2.1.2.11 Ballast shall be capable of starting and maintaining operation at a minimum of -17 degrees C (0 degrees F) unless otherwise indicated.

2.1.2.12 T-8 Lamp Ballast

2.1.2.12.1 Total harmonic distortion (THD): Shall be 20 percent maximum.

2.1.2.12.2 Input wattage.

- (1) 32 watts (maximum) when operating one F32T8 lamp.
- (2) 62 watts (maximum) when operating two F32T8 lamps.
- (3) 92 watts (maximum) when operating three F32T8 lamps.
- (4) 114 watts (maximum) when operating four F32T8 lamps.
- (5) 118 watts (maximum) when operating two FO96T8 lamps.

2.1.2.12.3 A single ballast may be used to serve multiple fixtures if they are continuously mounted and factory manufactured for that installation with an integral wireway.

2.1.2.13 T-5 Long Twin Tube Lamp Ballast

2.1.2.13.1 Total harmonic distortion (THD): Shall not be greater than 25 percent when operating one lamp, 15% when operating two lamps and 20% when operating 3 lamps.

2.1.2.13.2 Input wattage

- (1) 45 watts (maximum) when operating one F40 T5 lamp.
- (2) 74 watts (maximum) when operating two F40 T5 lamps.
- (3) 105 watts (maximum) when operating three F40 T5 lamps.

2.1.2.13.3 Provide three (and four) lamp fixtures with two ballasts per fixture where multilevel switching is indicated.

2.1.2.13.4 A single ballast may be used to serve multiple fixtures if they are continuously mounted and factory manufactured for that installation with an integral wireway.

2.1.2.14 Electronic Dimming Ballast

2.1.2.14.1 Ballast shall comply with NEMA C82.11, UL 935, and NFPA 70, unless specified otherwise. Ballast shall provide transient immunity as recommended by IEEE C62.41. Ballast dimming capability range shall be from 100 to 5 percent (minimum range) of light output, flicker free. Ballast shall start lamp at any preset light output setting without first having to go to full light output. Ballast shall be designed for the wattage of the lamps used in the indicated application. Ballasts shall be designed to operate on the voltage system to which they are connected.

2.1.2.14.2 Power factor shall be 0.95 (minimum) at full light output, and 0.90 (minimum) over the entire dimming range.

2.1.2.14.3 Ballast shall operate at a frequency of 20,000 Hertz (minimum). Ballast shall be compatible with and not cause interference with the operation of occupancy sensors or other infrared control systems. Provide ballasts operating at or above 40,000 Hertz where available.

2.1.2.14.4 Ballast factor at full light output shall be between 0.85 (minimum) and 1.00 (maximum). Current crest factor shall be 1.7 (maximum).

2.1.2.14.5 Ballast shall be UL listed Class P with a sound rating of "A". f. Ballast shall have circuit diagrams and lamp connections displayed on the ballast.

2.1.2.14.6 Ballast shall be programmed start. Ballast may operate lamps in a series circuit configuration. Provide series/parallel wiring for programmed start ballasts where available.

2.1.2.14.7 Ballasts for compact fluorescent fixtures shall be programmed start.

2.1.2.14.8 Ballast shall be capable of starting and maintaining operation at a minimum of -17 degrees C 0 degrees F unless otherwise indicated.

2.1.2.14.9 Total harmonic distortion (THD): Shall be 20 percent (maximum) over the entire dimming range.

2.1.2.14.10 Ballasts for T-5 and smaller lamps shall have end-of-life protection

2.1.2.14.11 Input wattage for T-8 Lamp Ballast (dimmable).

Input wattage:

- (1) 35 watts (maximum) when operating one F32T8 lamp.
- (2) 70 watts (maximum) when operating two F32T8 lamps.
- (3) 104 watts (maximum) when operating three F32T8 lamps.

2.1.2.15 Dimming Ballast Controls

The dimming ballast controls shall be a slide dimmer with on/off control. The slide dimmer shall be compatible with the ballast and control the ballast light output over the full dimming range. Dimming ballast controls shall be approved by the ballast manufacturer.

2.1.3 Light Level Sensor

UL listed. Light level sensor shall be capable of detecting changes in ambient lighting levels, shall provide a dimming range of 20 percent to 100 percent, minimum, and shall be designed for use with dimming ballast and voltage system to which they are connected. Sensor shall be capable of controlling 40 electronic dimming ballast, minimum. Sensor light level shall be adjustable and have a set level range from 10 to 100 footcandles 100 to 1000 lux, minimum. Sensor shall have a bypass function to electrically override sensor control.

2.1.4 FLUORESCENT LAMPS: All fluorescent lamps shall be low mercury type unless otherwise specified.

2.1.4.1 Four foot T-8 rapid start low mercury lamps shall be rated 32 watts (maximum), 2800 initial lumens (minimum), CRI of 75 (minimum), color temperature of 3500 K, and an average rated life of 24,000 hours. Low mercury lamps shall have passed the EPA

Toxicity Characteristic Leachate Procedure (TCLP) for mercury by using the lamp sample preparation procedure described in NEMA LL 1.

2.1.4.2 Eight foot T-8 instant start low mercury lamps shall be rated 59 watts (maximum), 574 mm 22.6 inches maximum length, 6000 initial lumens (minimum), CRI of 75 (minimum), color temperature of 3500 K, and an average rated life of 24,000 hours. Low mercury lamps shall have passed the EPA Toxicity Characteristic Leachate Procedure (TCLP) for mercury by using the lamp sample preparation procedure described in NEMA LL 1.

2.1.4.3 T-5 long twin tube fluorescent low mercury lamps shall be rated 40 watts (maximum), nominal length of 2438 mm (96 inches), 3150 initial lumens (minimum), CRI of 80 (minimum), color temperature of 3500 K, 2G11 Type base and an average rated life of 20,000 hours. Low mercury lamps shall have passed the EPA Toxicity Characteristic Leachate Procedure (TCLP) for mercury by using the lamp sample preparation procedure described in NEMA LL 1

2.2 LED RETROFIT KIT FOR EXIT SIGNS: LED exit signs shall comply with all UL, NEMA, and NFPA standards concerning such lamps. LED exit signs shall use no more than 1.5 watts. LED signs shall be rated to last 25 years or greater by the manufacturer, and shall produce the same amount of lumens as the correct incandescent bulb when matched to the fixtures rated wattage.

2.3 COMPACT FLUORESCENT LAMPS (CFL): Compact fluorescent lamps shall fit properly in the fixture and shall not protrude from the fixtures housing. The CFL shall yield 75% or more reduction in wattage from the rated wattage of the fixture, while producing the same amount of lumens as the properly sized incandescent lamp. CFLs shall be energy star compliant. Outside CFLs shall operate normally during winter weather conditions and ballast shall be rated for both outside and cold weather conditions. Also, any CFL used outside in a non-weather tight housing shall be rated for both outside use and wet weather conditions. All CFLs shall be rated with a lifetime of 10000 HRS or higher. The efficacy (measured in Lumens/watt) for all CFLs shall be 60 or higher. CFLs must be able to work properly with and be rated for use with photocells or dimmers, where dimmers or photocells are already present or shall be installed. Color for all CFLs shall be 2700 Kelvin or higher. All CFLs shall have an electronic ballast and be instant on, flicker free lighting. All CFLs shall be designed for the fixture type they are placed in (i.e. use R30 CFL for R30 fixture, Globe CFL for globe type fixture, etc.).

PART 3 EXECUTION:

3.1 DEMOLITION: The Contractor shall remove magnetic T12 ballasts and T12 lamps from existing fixtures to be retrofitted. The Contractor shall collect T12 ballasts and lamps and shall deliver them to either DRMO or another designated location on Ft Riley.

3.2 INSTALLATION:

3.2.1 INSTALL FLUORESCENT BALLASTS AND LAMPS: Provide and install T8 electronic ballasts and T8 lamps in all eight foot and four foot fluorescent fixtures found in the building except those in the mechanical rooms. Lamps shall be tested for proper operation prior to turn-over and shall be replaced if necessary with new lamps from the original manufacturer. All fixtures, lenses and covers shall be cleaned.

3.2.2 INSTALL LED EXIT LIGHTS: Provide and install replacement CFL and LED exit signs for all incandescent bulbs and incandescent exit signs, respectively. The replacement lamps shall meet the guidelines specified in the products section.

3.2.3 REPLACE ALL BROKEN LAMPHOLDERS AND LENSES: All broken, damaged or cracked lampholders or lenses shall be replaced. The number of cracked/damaged lampholders and lenses in each building is estimated to be no more than 10% of light fixtures.

3.2.4 NEC STANDARDS: All electrical work shall conform to the most current National Electric Code (NEC) requirements.

3.3 FINAL TESTING: Test and adjust new controls and equipment as necessary to ensure proper operation.

3.4 CLEAN UP: Maintain work area(s) in neat, orderly and safe condition during the course of the work, and clean up work area(s) at the end of each workday and upon completion of the work. The Contractor shall collect T12 ballasts and lamps and shall deliver them to either DRMO or another designated location on Ft Riley. Contractor shall clean all fixtures, cover, lenses, and lamps.

Section G - Contract Administration Data

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 days after award. The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

52.0000-4218 FIRE PROTECTION AND PREVENTION

The Contractor shall comply with all fire prevention measures prescribed in the installation's Fire Protection Regulations which are in or may be put into effect during the course of performance of work under the contract. Copies of the aforementioned fire regulations are on file in the office of the Contracting Officer or his designated representative. The Contractor shall be liable for loss of Government property attributable to negligent or willful misconduct of the Contractor or his employees, including failure to comply with the fire prevention measures prescribed in the aforementioned regulations. The Contractor or his responsible employees shall be required to make a thorough inspection at the close of operations in each building where work under the terms of the contract has been accomplished to determine that all necessary safeguards relative to probable fire hazards are in effect. The Contractor shall familiarize his employees engaged in work under the contract with the aforementioned fire regulations, location of fire hazards and reporting procedures. The Fire Chief of the installation may be contacted for any additional information or clarification on fire prevention and protection matters.

52.0000-4358 INSURANCE

Before commencing on-site operations, the Contractor shall provide the Contracting Officer evidence of the following insurance coverage. All coverage shall be maintained throughout the contract period. All subcontracts shall provide the same coverage.

- a. Statutory worker's compensation and employer's liability insurance: \$100,000 or as prescribed by the State of Kansas, whichever is greater.
- b. General liability - Bodily injury liability insurance: \$500,000 per occurrence.
- c. Vehicle liability (comprehensive): \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. Bodily injury liability and property damage liability shall cover the operation of all automobiles, trucks, vehicles and other mobile equipment used in connection with the performance of the contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-9 Alt I	Small Business Subcontracting Plan (Jan 2002) Alternate I	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-5	Trade Agreements	JAN 2004
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JAN 2004
52.227-1	Authorization and Consent	JUL 1995
52.228-2	Additional Bond Security	OCT 1997

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade

6.5%

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Fort Riley, Kansas in Riley, County.**

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$ 3MIL, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS- CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys.

(b) Weather conditions : the local weather bureau.

(c) Transportation facilities: access local highways and railways.

(d) N/A

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

TECHNICAL EXHIBITS

Technical Exhibits

General Decision Number: KS030010 10/01/2004 KS10

Superseded General Decision Number: KS020010

State: Kansas

Construction Types: Building

Counties: Allen, Anderson, Atchison, Barton, Bourbon, Brown, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Cloud, Coffey, Comanche, Cowley, Crawford, Decatur, Dickinson, Doniphan, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Franklin, Geary, Gove, Graham, Grant, Gray, Greenwood, Hamilton, Jefferson, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Linn, Logan, Marshall, McPherson, Montgomery, Morris, Morton, Nemaha, Neosho, Ness, Norton, Osborne, Ottawa, Pawnee, Phillips, Republic, Rice, Riley, Rooks, Rush, Russell, Saline, Scott, Sherman, Smith, Stafford, Stevens, Wabaunsee, Wallace, Washington and Woodson Counties in Kansas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	04/09/2004
2	09/03/2004
3	09/10/2004
4	09/17/2004
5	10/01/2004

BRKS0015-005 05/01/2004

Allen, Anderson, Bourbon, Chautauqua, Cherokee, Crawford, Elk, Labette, Linn, Montgomery, Neosho, Wilson, and Woodson Counties

	Rates	Fringes
Brick masons.....	\$ 21.00	5.60

BRKS0015-006 04/19/2004

Barber, Barton, Clark, Comanche, Cowley, Edwards, Finney, Ford, Gove, Grant, Gray, Greeley, Hamilton, Harper, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Lane, Logan, Meade, Morton, Ness, Pawnee, Pratt, Reno, Rice, Rush, Scott, Seward, Stafford, Stanton, Stevens, Sumner, Trego, Wallace, and Wichita Counties

	Rates	Fringes
Brick mason.....	\$ 20.65	7.75

BRKS0015-007 04/01/2004

Atchison, Brown, Doniphan, and Franklin Counties

	Rates	Fringes
Brick mason.....	\$ 18.00	9.55

BRKS0015-008 04/01/2004

Chase, Cheyenne, clay, Cloud, Coffey, Decatur, Ellis, Ellsworth, Geary, Graham, greenwood, Jackson, Jefferson, Jewell, Lincoln, Lyon, Marion, Marshall, McPherson, Mitchell, Morris, Nemaha, Norton, Osage, Osborne, Ottawa, Phillips, Pottawatomie, Rawlins, Republic, Riley, Rooks, Russell, Saline, Sheridan, Sherman, Smith, Thomas, Wabaunsee, and Washington Counties

	Rates	Fringes
Brick mason.....	\$ 17.12	5.90

CARP0110-007 05/01/2002

Atchison, Brown and Doniphan Counties

	Rates	Fringes
Carpenter, Drywall Hanger Only.	\$ 23.15	7.73

CARP0201-002 01/01/2003

Barber, Barton, Chautauqu, Cheyenne, Clark, Comanche, Cowley, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Grove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman, Kerney, Kingman, Kiowa, Lane, Logan, Marion, McPherson, Meade, Morton, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, and Wichita Counties

	Rates	Fringes
Carpenters, including Drywall Hanging & Accoustical Work.....	\$ 21.80	6.95

CARP0311-005 04/01/2002

Allen, Cherokee, Crawford, Labette, Montgomery, Neosho, Wilson, and Woodson Counties

	Rates	Fringes
Carpenters, Drywall Hanging Only.....	\$ 17.97	7.10

CARP0918-004 01/01/2003

Clay, Cloud, Dickinson, Geary, Jewell, Lincoln, Marshall, Mitchell, Nemaha, Ottawa, Pottawatomie, Republic, Riley,

Saline, Washington Counties, and Morris County west of Highway 177 and north of Highway 56, excluding the city of Council Grove

	Rates	Fringes
Carpenters, Drywall Hanging Only.....	\$ 13.04	5.10

CARP1445-003 04/01/2004		

Morris County including the city of Council Grove, except that portion of the county lying North of Highway #56 and West of Highway #177.

	Rates	Fringes
Carpenters, Drywall Hanging Only.....	\$ 16.30	6.50

CARP4088-001 04/01/2002		

Bourbon and Linn Counties

	Rates	Fringes
Carpenters, Drywall Hanging Only		
Bourban County.....	\$ 22.15	7.63
Linn County.....	\$ 24.33	7.63

ELEC0095-006 06/01/2004		

Cherokee County (that protion east of Cherokee, Crawford, Mineral and Spring Valley Townships)

Crawford County (that portion east of Crawford, Sheridan and Sherman Townships)

	Rates	Fringes
Electricians, Including Low Voltage Installers.....	\$ 21.20	4.65+8%

ELEC0124-020 08/26/2002		

Linn County

	Rates	Fringes
Electrician.....	\$ 30.73	10%+ 9.30

ELEC0226-007 09/01/2004		

Allen, Anderson, Bourbon, Brown, Chautauqua, Coffee, Douglas, Elk, Franklin, Geary, Greenwood, Jackson, Jefferson, Labette, Lyon, Marshall, Montgomery, Morris, Nemaha, Neosho, Osage, Pottawatomie, Riley, Shawnee, Wabaunsee, Wilson, and Woodson Counties

Atchison (Benton, Center,

Grasshopper and Kapioma Townships only)
 Cherokee (that portion west of Garden, Lowell, Pleasant View
 and Shawnee Townships)
 Crawford (that portion west of Baker, Lincoln and Washington
 Townships)

	Rates	Fringes
Electricians, Including Low		
Voltage Installers.....	\$ 25.35	7.67+4%

 ELEC0271-007 06/20/2004

Barber, Chase, Clark, Comanche, Cowley, Finney Ford, Grant,
 Gray, Greeley, Hamilton, Harper, Haskell, Hodgeman, Kearny,
 Kingman, Kiowa, Lane, Marion, Meade, Morton, Ness, Pratt,
 Scott, Seward, Stanton, Stevens, Sumner, and Wichita Counties

	Rates	Fringes
Electricians, Including Low		
Voltage Installers.....	\$ 22.34	7.99+9%

 ELEC0545-004 06/01/2004

Doniphan County

Atchison (Lancaster, Mount Pleasant, Shannon and
 Walnut Townships Only)

	Rates	Fringes
Electricians, Including Low		
Voltage Installers.....	\$ 28.61	10.74

 ELEC0661-004 09/01/2004

Barton, Cheyenne, Clay, Cloud, Decatur, Dickinson, Edwards,
 Ellis, Ellsworth, Gove, Graham, Jewell, Lincoln, Logan,
 McPherson, Mitchell, Norton, Osborne, Ottawa, Pawnee, Phillips,
 Rawlins, Reno, Republic, Rice, Rooks, Rush, Russell, Saline,
 Sheridan, Sherman, Smith, Stafford, Thomas, Trego, Wallace, and
 Washington Counties

	Rates	Fringes
Electricians, Including Low		
Voltage Installers.....	\$ 22.56	6.38+5%

 ENGI0101-002 04/01/2004

Anderson, Atchison, Brown, Chase, Cheyenne, Clay, Cloud,
 Coffey, Decatur, Dickinson, Doniphan, Ellis, Ellsworth,
 Franklin, Geary, Gove, Graham, Jackson, Jefferson, Jewell,
 Lincoln, Logan, Lyon, Marion, Marshall, Mitchell, Morris,
 Nemaha, Norton, Osage, Osborne, Ottawa, Phillips, Pottawatomie,
 Rawlins, Riley, Rooks, Russell, Saline, Sheridan, Sherman,
 Smith, Thomas, Trego, Wabaunsee, Wallace, and Washington
 Counties

	Rates	Fringes
--	-------	---------

Power equipment operators:

GROUP 1.....	\$ 23.80	8.32
GROUP 2.....	\$ 23.30	8.32
GROUP 3.....	\$ 23.05	8.32
GROUP 4.....	\$ 22.50	8.32
GROUP 5.....	\$ 22.10	8.32

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes with lifting ring

GROUP 2: Cranes -Booms 200'& over,Tower Cranes

GROUP 3: Cranes-100'of boom or over including jib or 30 tons
or over 2 yard capacity

GROUP 4: Truck Crane, Backhoe

GROUP 5: Barber-Greene Loader or similar type, Bob Cat/
Hi-Loaders (one yard and under), Fork Lift-----
ENGI0101-028 04/01/2004

Allen, Barber, Barton, Bourbon, Chautauqua, Cherokee, Clark,
Comanche, Cowley, Crawford, Edwards, Elk, Finney, Ford, Grant,
Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman,
Kearny, Kingman, Kiowa, Labette, Lane, McPherson, Meade,
Montgomery, Morton, Neosho, Ness, Pawnee, Pratt, Reno, Rice,
Rush, Scott, Seward, Stafford, Stanton, Stevens, Sumner,
Wichita, Wilson, and Woodson Counties

	Rates	Fringes
--	-------	---------

Power equipment operators:

GROUP 1.....	\$ 19.40	8.22
GROUP 2.....	\$ 19.15	8.22
GROUP 3.....	\$ 18.90	8.22
GROUP 4.....	\$ 18.65	8.22
GROUP 5.....	\$ 18.40	8.22
GROUP 6.....	\$ 16.65	8.22

GROUP 1 - Cranes: tower or climbing 300 ft. or over,
installed or extended, and crane with ring.

GROUP 2 - Cranes: 200 ft. to 300 ft. including jib.

GROUP 3 - All cranes 40 tons and over (all types).

GROUP 4 - Cranes under 40 tons; overhead cranes; hydraulic
cranes under 40 tons.

GROUP 5 - Backhoe all types; Loaders, all types

GROUP 6 - Forklift - all types and sizes.

ENGI0101-029 04/01/2004

Linn County

	Rates	Fringes
Power Equipment Operator		
Backhoe/Loader Combination..\$ 27.31		10.44
Cranes over 225 including jib.....\$ 29.91		10.44
Craness over 150 including jib.....\$ 28.66		10.44
Forklift.....\$ 25.16		10.44

IRON0010-021 04/01/2001

Anderson, Atchison, Bourbon, Brown, Chautauqua, Doniphan,
Franklin, Jackson, Jefferson, Linn, Marshall, Nemaha,
Pottawatomie, and Wabaunsee Counties

	Rates	Fringes
Ironworkers, Structural.....\$ 19.70		11.63

IRON0584-015 06/01/2004

Cherokee, Crawford, Labette, and Montgomery Counties

	Rates	Fringes
Ironworkers, Structural.....\$ 19.50		8.47

IRON0606-006 07/01/2003

Allen, Barber, Barton, Chase, Cheyenne, Clark, Clay, Cloud,
Coffey, Comanche, Cowley, Decatur, Dickinson, Edwards, Elk,
Ellis, Ellsworth, Finney, Ford, Geary, Gove, Graham, Grant,
Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman,
Jewell, Kearny, Kingman, Kiowa, Lane, Lincoln, Logan, Lyon,
Marion, McPherson, Meade, Mitchell, Morris, Morton, Neosho,
Ness, Norton, Osborne, Ottawa, Pawnee, Phillips, Pratt,
Rawlins, Reno, Republic, Rice, Riley, Rooks, Rush, Russell,
Saline, Scott, Seward, Sheridan, Sherman, Smith, Stafford,
Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Washington,
Wichita, Wilson, and Woodson Counties

	Rates	Fringes
Ironworkers, Structural.....\$ 18.28		6.06

LABO0142-007 04/01/2004

Jackson and Jefferson Counties

	Rates	Fringes
Brick mason tender.....\$ 13.00		6.85

LABO0142-008 04/01/2004

Wabaunsee County

	Rates	Fringes
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Brick mason tender.....	\$ 12.50	6.85
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LABO0579-008 05/01/2004

Atchison, Brown, Doniphan, and Nemaha Counties

	Rates	Fringes
Brick mason tender.....	\$ 19.50	8.30

LABO1290-003 04/01/2004

Allen, Anderson, Barber, Barton, Bourbon, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Clay, Coffey, Cowley, Crawford, Decatur, Dickinson, Edwards, Elk, Ellis Ellsworth, Finney, Ford, Franklin, Geary, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Linn, Logan, Lyon, Marion, Marshall, McPherson, Meade, Mitchell, Montgomery, Morris, Morton, Neosho, Ness, Norton, Osage, Osborne, Ottawa, Pawnee, Phillips, Pratt, Rawlins, Reno, Republic, Rice, Riley, Rooks, Rush, Russell, Saline, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Washington, Wichita, Wilson, and Woodson Counties

	Rates	Fringes
Brick mason tender.....	\$ 13.55	6.05

PLUM0045-002 03/01/2003

ATCHISON AND DONIPHAN COUNTIES

	Rates	Fringes
Pipefitter (Including HVAC Pipe Work).....	\$ 28.20	11.70
Plumber (Excluding HVAC Pipe Work).....	\$ 28.20	11.70

PLUM0441-001 05/01/2004

Reno, Rice, and Stafford Counties

	Rates	Fringes
Pipefitters (Including HVAC work).....	\$ 18.72	8.70
Plumbers (Excluding HVAC work).....	\$ 18.72	8.70

PLUM0441-002 06/01/2004

Allen, Bourbon, Chautauqua, Cherokee, Crawford, Elk, Greenwood, Labette, Linn, Neosho, Wilson, and Woodson Counties

Montgomery County (projects of \$150,000 or less)

	Rates	Fringes
Pipefitters (Including HVAC		

work).....	\$ 22.55	9.90
Plumbers (Excluding HVAC work).....	\$ 22.55	9.90

PLUM0441-003 06/01/2004

Montgomery (projects over 150,000)

	Rates	Fringes
Pipefitters (Including HVAC work).....	\$ 26.19	10.40
Plumbers (Excluding HVAC work).....	\$ 26.19	10.40

PLUM0441-004 08/01/2004

Franklin County

	Rates	Fringes
Pipefitters (Including HVAC work).....	\$ 26.19	10.40
Plumbers (Excluding HVAC work).....	\$ 26.19	10.40

PLUM0441-005 06/01/2004

Brown, Chase, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Shawnee, Wabaunsee, and Washington Counties

	Rates	Fringes
Pipefitters (Including HVAC work).....	\$ 26.19	10.40
Plumbers (Excluding HVAC work).....	\$ 26.19	10.40

PLUM0441-006 04/01/2004

Barber, Barton, Butler, Cheyenne, Clark, Comanche, Co9wley, Decatur, Edwards, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Lane, Lincoln, Logan, Marion, McPherson, Meade, Mitchell, Morton, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlings, Reno, Rice, Rooks, Rush, Russell, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, and Wichita Counties

	Rates	Fringes
Pipefitters (Including HVAC work).....	\$ 22.55	9.35
Plumbers (Excluding HVAC work).....	\$ 22.55	9.35

PLUM0763-006 08/01/2002

Anderson County

	Rates	Fringes
Pipefitters (Including HVAC work).....	\$ 22.60	6.80
Plumbers (Excluding HVAC work).....	\$ 22.60	6.80

 ROOF0020-008 06/01/2004

Atchison, Brown, and Doniphan Counties

	Rates	Fringes
Roofer.....	\$ 23.00	7.26

 ROOF0020-014 06/01/2004

Anderson, Franklin, and Linn Counties

	Rates	Fringes
Roofer.....	\$ 27.00	8.84

 ROOF0020-015 05/01/2004

Allen, Bourbon, Cherokee, Crawford, Labette, Montgomery,
 Neosho, Wilson, and Woodson Counties

	Rates	Fringes
Roofer.....	\$ 18.71	4.92

 ROOF0020-016 06/01/2004

Coffey, Geary, Jackson, Jefferson, Lyonm Marshall, Nemaha,
 Osage, Pottawatomie, Riley, Wabaunsee, and Washington Counties

	Rates	Fringes
Roofer.....	\$ 23.86	7.24

 * ROOF0020-017 06/14/2004

Barber, Barton, Butler, Chase, Chautauqua, Cheyenne, Clark,
 Clay, Cloud, Comanche, Cowley, Decatur, Dickinson, Edwards,
 Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray,
 Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman,
 Jewell, Kearny, Kingman, Kiowa, Lane, Lincoln, Logan, Marion,
 McPherson, Meade, Mitchell, Morris, Morton, Ness, Norton,
 Osborne, Ottawa, Pawnee, Phillips, Pratt, Rawlins, Reno,
 Republic, Rice, Rooks, Rush, Russell, Saline, Scott, Seward,
 Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner,
 Thomas, Trego, Wallace, and Wichita Counties

	Rates	Fringes
Roofer.....	\$ 15.00	3.04

 SHEE0002-001 07/01/2001

Allen, Anderson, Atchison, Bourbon, Cherokee, Coffey, Crawford,

Doniphan, Franklin, Labette, Linn, Montgomery, Neosho, Wilson,
and Woodson Counties

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 28.32	8.54

SHEE0029-003 07/05/2004		

Barber, Barton, Butler, Chautauqua, Shase, Clark, Commanche,
Chase, Clark, Commanche, Cowley, Dickinson, Edwards, Elk,
Ellisworth, Finney, Ford, Grant, Gray,k Greeley, Greenwood,
Hamilton, Harper, Harvey, Haskell, Hodgeman, Kearney, Kingman,
Kiowa, Lane, McPherson, Marion, Meade, Morton, Ness, Pawnee,
Pratt, Rice, Reno, Rush, Sedgwick, Seward, Scott, Stafford,l
Stanton, Stevens, Sumner, and Wichita Counties

	Rates	Fringes
Sheet Metal: Including HVAC Duct Work....	\$ 22.95	7.69

SHEE0077-002 06/01/2001		

Brown, Cheyenne, Clay, Cloud, Decatur, Ellis, Geary, Gove,
Graham, Jackson, Jewell, Lincoln, Logan, Marshall, Mitchell,
Morris, Nemaha, Norton, Osage, Osborne, Ottawa, Phillips,
Pottawatomie, Rawlins, Republic, Riley, Rooks, Ressel, Saline,
Sheridan, Sherman, Smith, Thomas, Trego, Wabaunsee, Wallace,
Washington Counties

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 23.58	7.34

SUKS2004-004 08/09/2004		

	Rates	Fringes
Carpenters:		
Doing Accoustical Work Only.	\$ 12.00	4.05
All Other Work.....	\$ 14.90	2.94
Cement Masons.....	\$ 12.98	2.67
Drywall Finisher/Taper.....	\$ 10.56	0.95
Heat and Frost		
Insulators/Asbestos.....	\$ 12.12	0.00
Ironworker:		
Reinforcing.....	\$ 18.80	10.78
Laborers:		
Concrete Workers.....	\$ 12.02	2.42
Form Setters.....	\$ 8.59	1.44
General.....	\$ 9.92	0.00
Metal Building Erector.....	\$ 11.19	1.73
Painter:		
Excluding Drywall Finishing.	\$ 17.00	0.00
Sprinkler Fitter.....	\$ 16.04	4.11
Tile Setters/Mechanics.....	\$ 11.00	0.00
Truck drivers:		

Dump Truck.....\$ 14.72 2.33

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.
 =====

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

 In the listing above, the "SU" designation means that rates
 listed under the identifier do not reflect collectively
 bargained wage and fringe benefit rates. Other designations
 indicate unions whose rates have been determined to be
 prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
 be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
 a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
 for summaries of surveys, should be with the Wage and Hour
 Regional Office for the area in which the survey was conducted
 because those Regional Offices have responsibility for the
 Davis-Bacon survey program. If the response from this initial
 contact is not satisfactory, then the process described in 2.)
 and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
 process described here, initial contact should be with the
 Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
 interested party (those affected by the action) can request
 review and reconsideration from the Wage and Hour Administrator
 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.222-21 Prohibition Of Segregated Facilities FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(X) Paragraph (b) applies.

(X) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561790.

(2) The small business size standard is \$6 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

52.0000-4301 CERTIFICATION OF A CORPORATION

The Contractor, if a corporation, will cause the following certificate to be executed under its corporate seal, PROVIDED THAT THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE. (This certification may be waived provided sufficient information is furnished to indicate that the agent signing the contract is empowered to bind the corporation.)

CERTIFICATE

I _____, CERTIFY THAT I AM THE _____
 _____ OF THE CORPORATION NAMED HEREIN; THAT
 _____, WHO SIGNED CONTRACT ON BEHALF OF THE CONTRACTOR
 WAS THEN _____ OF SAID CORPORATION; AND THAT
 SAID CONTRACT WAS DULY SIGNED FOR AND IN BEHALF OF SAID CORPORATION BY AUTHORITY
 OF ITS GOVERNING BODY WITHIN THE SCOPE OF HIS/HER CORPORATE POWERS.

(SIGNATURE)

(CORPORATE SEAL)

(DATE)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-5	Submission Of Bids	MAR 1997
52.214-18	Preparation of Bids-Construction	APR 1984
52.225-12	Notice of Buy American Act Requirement - Construction	JAN 2004
	Materials Under Trade Agreements	
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003

CLAUSES INCORPORATED BY FULL TEXT

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ACA, Directorate of Contracting, 802 Marshall Loop, Fort Riley, KS 66442-0248.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

February 8, 2005 at 9:00 a.m. Please complete and submit the Site Visit Attendance Response by the time specified, in order for the Government to arrange for transportation.

(c) Participants will meet at--

Building 802, Marshall Army Airfield, Junction City, KS

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far or farsite.hill.af.mil

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)